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OFFICE OF THE SECRETARY
FEDERAL MARITIME COMMISSION

Port of Long Beach Data Services Agreement

FMC No. 201217-001002

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of Long Beach and the Port of Los Angeles are contracting with PierPass to provide data, ~~reduced to \$3,500~~ per calendar month for the subsequent 24 months thereafter and \$4,000 per calendar month for the period July 1, 2015 through June 30, 2018, payable within thirty (30) days after the close of each month. The maximum amount payable under this Agreement is \$277,500.

SECTION 3. REPRESENTATIONS AND WARRANTIES.

3.1 PierPass hereby represents and warrants to the Port that:

(a) It is duly organized and validly existing under the laws of the jurisdiction in which it is incorporated and has all requisite power, capacity, and authority to enter into this Agreement and perform its obligations hereunder.

(b) This Agreement has been duly executed and delivered by it or on its behalf and constitutes the legal, valid, and binding obligation of PierPass enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other similar laws relating to or affecting the enforceability of creditors' rights generally, and to general principles of equity.

(c) The execution, delivery and performance of this Agreement it will not violate any agreements or instruments to which PierPass is a party, and does not require the consent of any third party.

3.2 The Port hereby represents and warrants to PierPass that:

(a) This Agreement has been duly executed and delivered by it and constitutes the legal, valid and binding obligation of the Port, enforceable against the Port in accordance with its terms.

(b) The execution, delivery and performance of this Agreement by the Port will not violate any agreement or instrument to which it is a party, and does not require the consent of any third party.

(c) The Port has complied with all applicable laws, ordinances and regulations applicable to procurement, approval and execution of this Agreement.

(d) The Port is not immune from suit for claims arising under this Agreement providing any claimant complies with the procedures set forth in California Government Code Section 900 and following.

SECTION 4. EFFECTIVE DATE, DURATION AND TERMINATION

4.1 This Agreement shall become effective on the date it becomes effective pursuant to the Shipping Act of 1984, as amended ("Shipping Act"), and shall remain in effect thereafter ~~for a term of three (3) years~~ until June 30, 2018.

4.2 Either party may terminate this Agreement on not less than twenty (20) days written notice.

SECTION 5. RELATIONSHIP BETWEEN PARTIES

PierPass acts as an independent contractor. Nothing herein is intended to create or shall be interpreted as creating any other relationship between the Port and PierPass. No party to this Agreement has authority to bind any other party with respect to any matters whatsoever.

SECTION 6. CONFIDENTIALITY

The Port shall keep confidential any and all Data provided to it by PierPass under this Agreement, except (1) with the prior written consent of PierPass, (2)